

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1			
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 7/18/03		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Army Corps of Engineers, Philadelphia Wanamaker Building, 100 Penn Square East Philadelphia, Pennsylvania 19107-3390		CODE		7. ADMINISTERED BY (If other than Item 6) Maureen Jordan, 215-656-6763		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACW61-03-B-0008				
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 6/26/03				
				10A. MODIFICATION OF CONTRACTS/ORDER NO.				
				10B. DATED (SEE ITEM 13)				
CODE		FACILITY CODE						

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

MAINTENANCE DREDGING, DELAWARE RIVER, PHILADELPHIA TO TRENTON

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

THIS AMENDMENT DOES NOT EXTEND THE BID OPENING DATE OF 29 JULY 2003 AT 11:00 A.M.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

14. DESCRIPTION OF AMENDMENT (continued)

a. SPECIFICATIONS:

- (1) CAUTION TO BIDDERS: Please delete page CAUTION TO BIDDERS and insert new page of the same name, annotated Amendment No. 0002, attached hereto.
- (2) SECTION 00010-3 -BID SCHEDULE - Please delete page 00010-3 in its entirety and insert the new page of the same number, annotated Amendment No. 0002, attached hereto.
- (3) SECTION 00800 - SPECIAL CONTRACT REQUIREMENTS - Please delete pages 00800-1 through 00800-13, in its entirety and insert the new pages of the same numbers, annotated Amendment No. 0002, attached hereto.
- (4) SECTION 01330 - SUBMITTAL REGISTER -Please delete pages 01330-9 through 01330-11 in its entirety and insert new pages of same numbers, annotated Amendment No. 0002, attached hereto.
- (5) SECTION 01355 -ENVIRONMENTAL PROTECTION: DREDGING - Please delete pages 01355-1 through 01355-7, 01355-14 and 01355-15 in their entirety and insert the new pages 01355-1 through 01355-7, annotated Amendment No. 0002, attached hereto.

b. DRAWINGS:

- (1) DRAWINGS NOS. 61980, 61984, 61985, 61997 and 61998 - Please delete the listed drawings in their entirety and substitute the revised drawings of the same numbers with a revision date of 18 July 2003, attached hereto.

c. Please indicate receipt of this amendment on Standard Form 1442(SOLICITATION, OFFER, AND AWARD) as Amendment No.0002. Failure to acknowledge all amendments may be cause for rejection of the bid.

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

CAUTION TO BIDDERS

All information required by the terms of the Solicitation must be furnished. MISTAKES OR OMISSIONS CAN BE COSTLY. Important items for you to check are included in but not limited to those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

☐ Are you registered in the Central Contractor Database? See DFARS Clause 252.204-7004 "Required Central Contractor Registration" in Section 00700 of this solicitation?

☐ Are in compliance with the VETS-100 reporting requirement? See FAR 52. 52.222-37 "Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans in Section" in Section 00700 of this solicitation?

☐ Have you acknowledged all amendments? Have you submitted your bid on the latest amended bid schedule?

☐ Have you completed the "Representations and Certifications" {Section 00600} portion of the Solicitation? Is your Contractor Establishment Code listed on the Standard Form 1442?

☐ Is your bid properly signed by an officer of your company?

☐ If a bid guarantee is required, is it included with your bid and is it in the proper amount? {Usually 20 percent of the total bid price, including any options or additives.} If your bid guarantee is in the form of a bid bond, is the bond properly signed by both the bidder and surety (BONDING DOCUMENTS, INCLUDING THE POWER OF ATTORNEY, SHOULD BEAR AN ORIGINAL SIGNATURE BY AN OFFICER OF THE SURETY) and are all required seals affixed? A bid guarantee is required when your bid exceeds \$100,000.00. A late bid guarantee is treated the same as a late bid.

☐ Is the name in which you submitted the bid the same on your bid as on the bid bond?

☐ If required, have you entered a unit price for each bid item? {The solicitation will specifically state when this is necessary.}

☐ The Government may reject a bid as nonresponsive if it is materially and mathematically unbalanced as to price for any bid item or combination of items. A bid is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

☐ Are decimals in unit prices in the proper places? Are your figures legible?

☐ Are the extensions of your unit prices, and your total bid price correct?

☐ Are all erasures or corrections initialed by the person signing the bid?

☐ Have you restricted your bid by altering the provisions of the solicitation?

☐ If you are a large business and your bid is greater than \$500,000 for service or \$1,000,000.00 for construction have you included your Sub-Contracting Plan in your bid package? (NOTE: PLEASE REFER TO SUBCONTRACTING PLAN IN SOLICITATION FOR GOALS).

☐ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct solicitation number and bid opening time?

☐ Will your bid arrive on time? See paragraph entitled "Late Submissions, Modifications, and Withdrawals of Bids" in the Instructions to Bidders {Section 00100} of the solicitation.

July 1, 2003

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

BIDDING SCHEDULE
(To be attached to Standard Form 1442)

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
1.	Mobilization and Demobilization	1	Job	L.S.	\$
2.	Removal & Satisfactory Disposal of Material	739,975	C.Y.	\$	\$
3.	Disposal Area Development Construction				
3a.	Palmyra Disposal Area Development	1	Job	L.S.	\$
3b.	Burlington Island Disposal Area Development	1	Job	L.S.	\$
3c.	Money Island Disposal Area Development	1	Job	L.S.	\$
3d.	Biles Island Disposal Area Development	1	Job	L.S.	\$
	Adjustment in bid price if Contractor-furnished disposal areas, described as hereinafter specified, are used, deduct	1	Job	L.S.	\$ (_____) _
TOTAL ESTIMATED AMOUNT					\$

ACCEPTANCE OF ADJUSTMENT FOR CONTRACTOR-FURNISHED DISPOSAL AREAS: Award of the contract on the basis of using Contractor furnished disposal areas will be subject to the acceptance of these disposal areas by the Contracting Officer. The Contractor shall be required to obtain all applicable Federal and State approvals as specified in SECTION: COORDINATION FOR CONTRACTOR-FURNISHED DISPOSAL AREAS of the Specifications. Failure by the bidder to furnish these approvals with the bid at the time of the bid opening will result in the bid for use of the Contractor-furnished disposal areas to be rejected as being non-responsive.

If the bidder proposes to use disposal areas other than those stipulated in the specifications, an adjustment in the bid price based on acceptance of the Contractor-furnished areas shall be entered as an adjustment item in the Bidding Schedule and the net total bid price. If the bid is based on the use of Contractor-furnished areas, the bidder shall execute DESCRIPTION OF DISPOSAL AREAS form, complete in accordance with the notations thereon, and shall submit the form with the bid. The bid shall adequately describe such Contractor-furnished areas and shall be accompanied by the written permission of the land owners. Description of Contractor-furnished areas shall include location, size and capacity of each area. If the bidder proposes to use both the Government-furnished areas shown on the contract drawings and Contractor-furnished areas, he shall describe in his bid the portion or portions of all the areas which will be used and the estimated quantity of dredged material to be placed in each area.

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SECTION 00800
SPECIAL CLAUSES

INDEX

PARA	TITLE
SC-1	COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK
SC-2	LIQUIDATED DAMAGES - CONSTRUCTION
SC-3	CONTINUING CONTRACTS
SC-4	CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS
SC-5	PHYSICAL CONDITIONS
SC-6	LAYOUT OF WORK
SC-7	PERFORMANCE OF WORK BY THE CONTRACTOR
SC-8	ENVIRONMENTAL LITIGATION
SC-9	SIGNAL LIGHTS
SC-10	CONTINUITY OF WORK
SC-11	FINAL EXAMINATION AND ACCEPTANCE
SC-12	SHOALING
SC-13	INSPECTION
SC-14	ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS
SC-15	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE
SC-16	PERFORMANCE EVALUATION OF CONTRACTOR
SC-17	TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER
SC-18	INSURANCE REQUIREMENTS

SPECIAL CLAUSES

SC-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence disposal area work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) complete the disposal area construction of Money Island and Biles Island sites ready for use not later than 1 October 2003, (c) to prosecute all other work diligently, (d) and to complete the entire work in 180 calendar days. The time stated for completion shall include final cleanup of the premises.

SC-2 LIQUIDATED DAMAGES - CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$550.00 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause. (FAR 52.211-12)

SC-3 CONTINUING CONTRACTS

a. This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

b. The sum of \$500,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

c. Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs f and i below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

d. The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

e. If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

f. No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

g. Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under the "Suspension of Work" clause or in any other manner under this contract.

h. An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

i. If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

j. If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess. (EFAR 52.232-5001)

SC-4 CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

a. Upon obtaining the plans and specifications, the Contractor shall:

- (1) Immediately check the specifications and all drawings;
- (2) Compare the specifications and all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph.

b. Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

c. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified on the following, all of which are available in the office of the District Engineer, U.S. Army Engineer District, Philadelphia, Room 643, Wanamaker Building, 100 Penn Square East, Philadelphia, PA 19107. Drawings are titled: Maintenance Dredging, Delaware River, Philadelphia, Pennsylvania to Trenton, New Jersey.

Drawing No.	Subtitle	Latest Date	Rev.	Date
61980	General Plan, Vicinity Map and List of Drawings	27 June 03		None
61981	Soundings - A.S. #1	27 June 03		None
61982	Soundings - A.S. #1, A.S. #2 and A.S. #3	27 June 03		None
61983	Soundings - A.S. #3, A.S. #4 and A.S. #5	27 June 03		None
61984	Soundings - A.S. #5 and A.S. #6	27 June 03		None
61985	Soundings - A.S. #7, A.S. #8 and A.S. #9	27 June 03		None
61986	Soundings - A.S. #10, A.S. #11 and A.S. #12	27 June 03		None
61987	Soundings - A.S. #12, A.S. #13, A.S. #14 and A.S. #15	27 June 03		None
61988	Soundings- A.S. #15, A.S. #16, A.S. #17 A.S. #18, A.S. #19 and A.S. #20	27 June 03		None
61989	Soundings - Non-Dredging Reach	27 June 03		None
61990	Soundings - A.S. #21	27 June 03		None
61991	Soundings - Fairless Turning Basin	27 June 03		None
61992	Fairless Turning Basin Coordinates	27 June 03		None
61993	Channel Cross Sections	27 June 03		None
61994	Channel Cross Sections	27 June 03		None
61995	Fairless Turning Basin Cross Sections	27 June 03		None
61996	Palmyra (No.4) Disposal Area Development	27 June 03		None
61997	(DELETED AS PER AMENDMENT NO. 0002)			
61998	Burlington Island (22B) Disposal Area Development	27 June 03		None
61999	Money Island (No.26) Disposal Area Development	27 June 03		None
62000	Biles Island (No.28) Disposal Area Development	27 June 03		None
62001	Steel Sluice Box Details	27 June 03		None

SC-5 PHYSICAL CONDITIONS (APR 1984)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor. (FAR 52.236-4)

a. The indications of physical conditions on the drawings and in the specifications are the result of site investigations by surveys. Samples of materials to be dredged were obtained using a harpoon and bottom samplers.

b. Tide Data. The mean ranges of tides in the Delaware River are approximately 6.4 feet at Burlington, NJ and 6.0 feet at Pier 11 North in Philadelphia. A comparison of mean low water datum to the Corps of Engineers Philadelphia to Trenton Project Datum is presented in Section 00850 of this contract. The maximum velocity of the tidal current is about 2 mph.

c. Weather Conditions. The site of the work is sheltered from storms. It is believed that work can be performed during all seasons of the year except during winter months when ice conditions may interfere with dredging operations. Complete weather records and reports may be obtained from the local U.S. Weather Bureau Office nearest to the work site. The Contractor shall satisfy himself as to the hazards likely to arise from weather conditions during the construction period.

d. Channel Traffic. Traffic in the work area consists of ocean-going and coastwise vessels, tugs and barges, and pleasure craft. The traffic and vessels may interfere with dredging operations.

e. Conditions of Channel. The channel conditions shown on the contract drawings represent the results of surveys made on the dates indicated and can only be considered as indicating the general conditions at that time.

f. Obstruction of Channel. The Government will not undertake to keep the channel free from vessels or other obstructions, except to the extent of such regulations if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act approved 8 August 1917. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractor's plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. The Contractor shall request the U.S. Coast Guard to issue a Notice to Mariners for each work assignment advising navigation interests that the Contractor's dredging plant will be operating in the Harbor. The Contractor shall submit each such request to the U.S. Coast Guard, MSO/Group Philadelphia, 1 Washington Avenue, Philadelphia, PA 19147-4395. The Contractor shall furnish a copy of each request to the Contracting Officer not less than five days prior to the start of dredging. Each request shall contain the approximate time required for completion of dredging. Upon completion of dredging, the Contractor shall promptly remove his plant, including ranges, buoys, piles and other marks placed by him under the contract in navigable waters and on shore.

g. Navigation Aids. The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard at least 15 days prior to the desired date for movement of the aid. All requests shall be made in writing to: Commander (OAN), Fifth Coast Guard District, 431 Crawford Street, Portsmouth, VA 23704. A copy of each request shall be furnished to the Contracting Officer.

h. Location. The location of the work is in the Delaware River between Philadelphia and the upper end of Biles Island.

i. Bridge and Utility Crossings:

(1) Bridges: The following bridges cross the project waterway. The vertical clearances stated are above mean high water.

Bridge	Horizontal Type	Clearance	Vertical Clearance	Miles above Mouth
Penn Central RR Co. Vert. Philadelphia, PA to Delair, NJ	Lift	500 ft (down) 135 ft (up)	49 ft.	104.6
Betsy Ross Bridge Philadelphia, PA to Pennsauken, NJ	Fixed Hwy.	620 ft.	135 ft.	104.8
Tacony-Palmyra Bridge Philadelphia, PA to Palmyra, NJ	Bascule Hwy.	240 ft.	53 ft.	107.2
Burlington-Bristol Bridge Burlington, NJ to Bristol, PA	Vert. Lift	500 ft. (down) 135 ft. (up)	62 ft.	117.8
PA - NJ Turnpike Bridge	Fixed Hwy.	620 ft.	135 ft.	121.2

(2) Utility Lines: The locations and elevations of all known utility lines crossing the river are presented in the following table:

Location	Description	Elevation
Upstream side of Penn Central Railroad Bridge	11 submarine cables (1 communication, 2 signal, 4 bridge operating, and 4 emergency)	48 ft below MLW across draw opening
300 ft upstream from Penn Central Railroad Bridge	(2) 12-inch submarine gas pipelines	65 ft below MLW
Tacony-Palmyra Bridge	(2) control cables (2) power cables and (1) telephone cable (all submarine)	natural bottom
0.5 miles downstream from Burlington- Bristol Bridge	aerial electric power lines	140 ft above MLW
Burlington Island to Bristol, PA	telephone cables	unknown

The Contractor shall take all necessary precautions to prevent damage to these utilities. The Contractor shall cause timely notice of the dredging to be given to the owners and, when in the opinion of the Contractor such action is necessary, he shall request the Government require said owner or

owners to mark the pipelines or move the cables so as to avoid interference with the dredging operations. Any request made by the Contractor shall be within 30 days following his receipt of the Notice to Proceed.

Disclaimer: The above information may not be complete and it is the Contractor's responsibility to investigate all utility crossings.

j. Current Meter:

The Contractor shall be aware of the NOAA current meter at Newbold (vicinity of Novolog facility). The meter is located on the south side of Newbold range approximately 200 ft. east of buoy "R78". Coordinates are 40 deg 08.0660' N, 074 deg 45.0059'W. The data cable to shore (1/2" diameter steel) runs along the bottom, NNW directly to the white NOAA tide house on the corner of the Novolog (Fairless) pier (40 deg. 08.234'N, 074 deg. 45.118'W).

k. Surveys:

Acceptance Sections Nos.1 and 2 are located in areas which experience the formation of sand waves along the riverbed. As these patterns tend to migrate over a period of time, it will be necessary to perform longitudinal survey lines as well as cross lines for before and after dredging soundings in these areas.

1. Laying of Submerged Pipelines and Obstruction of Channel. All discharge pipelines crossing a navigation channel shall be submerged. Should it become necessary in the performance of this contract to use a submerged pipeline, the Contractor shall notify the Contracting Officer in advance of the schedule for placement of the pipeline. If the submerged line is to be placed across a navigable channel, the Contractor shall submit a request for approval at least ten (10) working days (Sundays and holidays excluded) prior to the desired closure date, to the U.S. Coast Guard, MSO/Group Philadelphia, 1 Washington Avenue, Philadelphia, PA 19147-4395. A copy of each request shall be furnished to the Contracting Officer. This request shall contain the following information:

- (1) Location (Channel Centerline Stationing) and depth (over the top of the pipeline) at which the submerged line will be placed;
- (2) The desired length of time the channel is to be closed;
- (3) The date and hour placement or removal will commence;
- (4) The date and hour of anticipated completion; and
- (5) The name and telephone number of the person to be contacted for information and response to any emergency condition.

The Coast Guard has indicated that the requirements of navigation may make it necessary to establish times other than those requested. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS PLANS WITH THE COAST GUARD SUFFICIENTLY IN ADVANCE OF THE PLANNED CLOSING TO PREVENT DELAY TO THE DREDGING OPERATIONS AND COMPLY WITH THE COAST GUARD REQUIREMENTS. The minimum depth to the top of any submerged pipe within the dredging areas in the Delaware River shall be not less than that shown as the required dredging depth for the appropriate acceptance sections shown on the contract drawings.

m. Bridge to Bridge Radio Telephone Equipment. In order that radio telephone communication may be made with passing vessels, all dredges engaged in work under the contract shall be equipped with and operate bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on VHF Channel 13 (156.65 MHz) with low power output having a communication range of approximately ten miles. The frequency has been approved by the Federal Communication Commission.

n. The most recent contract maintenance dredging within the 40-foot channel was accomplished under Contract No. DACW61-97-C-0029 by Weeks Marine Company. In addition, the Government-owned Hopper Dredge McFarland performed maintenance dredging during FY02/03 to remove shoals located on Mud Island, Kinkora, Penn and Newbold ranges of the 40-foot channel during the periods of 29 August 2002 to 16 September 2002, 26 September 2002 to 10 October 2002, and 24 October 2002 to 6 November 2002. Contract maintenance dredging of the 25-foot channel was last performed by Weeks Marine Company under contract DACW61-95-C-0045. Maintenance dredging of the Fairless Turning Basin was last performed by Weeks Marine Company under DACW61-02-C-0018 during February 2002.

o. Disposal Areas: The following Government-furnished disposal area are available for this contract:

a. Palmyra, NJ (Area No.4)

b. Burlington Island - Burlington, NJ (Area No. 22B)

c. Money Island, Falls Township, PA (Area No. 26)

d. Biles Island, (Area No. 28)

p. Magnitude of the Contract Work. The estimated value of the contract is between \$1,000,000 and 5,000,000.

q. "Abstract of Bottom Samples" are included as Section 00845 of this contract.

r. Survey control description sheets are included as Section 00855 of this contract.

SC-6 LAYOUT OF WORK (APR 1965 OCE)

The Contractor shall lay out its work from Government-established survey controls and shall be responsible for all measurements in connection therewith. The Contractor shall furnish, at its own expense, such stakes, templates, platforms, equipment, range markers and labor as may be required in laying out any part of the work from the triangulation stations and bench marks established by the Government. The Contractor shall be responsible for the execution of the work to such lines and grades as may be established or indicated by the Contracting Officer. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Contracting Officer at his discretion. The expense of replacement will be deducted from any amounts due, or to become due, the Contractor. (CENAP)

SC-7 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least forty (40) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the

Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government. (FAR 52.236-1)

SC-8 ENVIRONMENTAL LITIGATION (1974 NOV OCE)

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of the contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the SUSPENSION OF WORK clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment. (CENAP)

SC-9 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged on laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working navigable channels, as approved by the Commandant, U.S. Coast Guard with respect to vessels in inland waters (33 CFR 88), as applicable. (CENAP)

SC-10 CONTINUITY OF WORK (APR 1965 OCE)

No payment will be made for work done in any area designated by the Contracting Officer until the full depth required under the contract is secured in the whole of such area, unless prevented by ledge rock, nor will payment be made for excavation in any area not adjacent to and in prolongation of areas where full depth has been secured except by decision of the Contracting Officer. Should any such nonadjacent area be excavated to full depth during the operations carried on under the contract, payment for all work therein may be deferred until the required depth has been made in the area intervening. The Contractor may be required to suspend dredging at any time when for any reason the gages or ranges cannot be seen or properly followed. (CENAP)

SC-11 FINAL EXAMINATION AND ACCEPTANCE (APR 1965 OCE)

a. As soon as practicable after the completion of the entire work or any section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer will not be subject to damage by further operations

under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding or by sweeping, or both, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination the Contractor will be required to remove same by dragging the bottom or by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived by the discretion of the Contracting Officer. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than two soundings or sweeping operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such third and any subsequent sounding or sweeping operations will be charged against the Contractor. The rate of each day in which the Government plant is engaged in such sounding or sweeping operations and/or is enroute to or from the site or held, for the Contractor's convenience, at or near the site for these operations shall be \$3,300.00, except on Saturday, Sunday and holidays when the rate shall be \$3,700.00.

b. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work. (CENAP)

SC-12 SHOALING (1965 APR OCE)

If before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished channel, because of the natural lowering of the side slopes, redredging at contract price, within the limits of available funds, may be done if agreeable to both the Contractor and the Contracting Officer. (CENAP)

SC-13 INSPECTION (APR 1965)

The inspectors will direct the maintenance of the gauges, ranges, location marks and limit marks in proper order and position; but the presence of the inspector shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any inspector, the use of such boats, boatmen, laborers, a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the work. However, the Contractor will not be required to furnish such facilities for the surveys, prescribed in the Special Clause entitled "FINAL EXAMINATION AND ACCEPTANCE".

b. To furnish, on the request of the Contracting Officer or any inspector, suitable transportation from all points on shore designated by the Contracting Officer to and from the various pieces of plant and to and from the disposal areas.

Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting officer, and the cost thereof will be deducted from any

amounts due or to become due the Contractor. (CENAP)

SC-14 ACCOMMODATIONS AND MEALS FOR GOVERNMENT INSPECTORS (1965 APR OCE)

a. The Contractor shall furnish regularly to Government inspectors on board the dredge or other craft upon which they are employed a suitable separate room for office. The room shall be fully equipped and maintained to the satisfaction of the Contracting Officer; it shall be properly heated, ventilated, and lighted, and shall have a desk which can be locked, and chair for each inspector, and washing conveniences. The entire cost of the Contractor for furnishing, equipping and maintaining the foregoing accommodations shall be included in the contract price. If the Contractor fails to meet these requirements, the facilities referred to above will be secured by the Contracting Officer, and the cost thereof will be deducted from payments to the Contractor.

b. If the Contractor maintains on this work an establishment for the subsistence of his own employees, he shall, when requested, furnish to inspectors employed on the work, and to all Government agents who may visit the work on official business, meals of a quality satisfactory to the Contracting Officer. The meals furnished will be paid for the Government at a rate of \$5.00 per person for each meal. (CENAP)

SC-15 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) - EFARS

a. This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals, and FAR Part 49.

b. Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by the Contractor or sub-contractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial or series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, "Construction Equipment Ownership and Operating Expense Schedule," Region I. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

c. Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

d. When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. This data shall be

submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.
(EFARS 52.231-5000)

Note #1: The small purchase threshold is \$100,000.

Note #2: By submitting cost or pricing data, the Contractor grants to the Contracting Officer (or authorized representative) the right to examine those books, records, documents, and/or other supporting data that will permit evaluation of the proposed equipment costs. This right shall extend for 2 years after expiration of contract performance. After price agreement, the Contractor shall certify that the equipment cost or pricing data submitted are accurate, complete and current.

SC-16 PERFORMANCE EVALUATION OF CONTRACTOR (1985 JAN HQ USACE)

a. As a minimum, the Contractor's performance will be evaluated upon final acceptance of the work. However, interim evaluation may be prepared at any time during contract performance when determined to be in the best interest of the Government.

b. The format for the evaluation will be DD 2626, and the Contractor will be rated either outstanding, satisfactory, or unsatisfactory in the areas of Contractor Quality Control, Timely Performance, Effectiveness of Management, Compliance with Labor Standards, and Compliance with Safety Standards. The Contractor will be advised of any unsatisfactory rating, either in an individual element or in the overall rating, prior to completing the evaluation, and all Contractor comments will be made a part of the official record. Performance Evaluation Reports will be available to all DOD Contracting offices for their future use in determining Contractor responsibility, in compliance with DFARS 236.201(c)(1). (CENAP)

SC-17 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (OCT 1989)

a. This clause specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled: DEFAULT (FIXED-PRICE CONSTRUCTION). In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

- (1) The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.
- (2) The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

b. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. For the purpose of this contract, unusually severe weather is defined as daily precipitation equal to or exceeding 0.5 inches and/or maximum daily temperature not exceeding 32 degrees F.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY

WORK DAYS BASED ON (7) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	6	2	3	3	2	2	2	2	2	2	4

c. Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and resultant impact to normal scheduled work. Actual adverse weather days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph b. above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clause entitled: DEFAULT (FIXED PRICE CONSTRUCTION). (ER 415-1-15)

SC-18 INSURANCE REQUIREMENTS

Evidence of the following types of insurance shall be provided to the Contracting Officer prior to commencement of work and shall be maintained throughout the period of performance.

a. General Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$500,000 per occurrence.

b. Automobile Liability Insurance (Comprehensive form of policy): Bodily Injury Liability - \$200,000 per person and \$500,000 per accident. Property Damage Liability - \$20,000 per accident.

c. Workmen's Compensation and Employer's Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employer's liability coverage in the minimum amount of \$100,000 is also required."

d. Applicable Marine Casualty and Marine Workmen's Compensation Insurance: As appropriate for this contract.

-- End of Special Clauses --

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SUBMITTAL REGISTER											CONTRACT NO.						
TITLE AND LOCATION Delaware River, Phila. to Trenton Maintenance Dredging											CONTRACTOR						
TRANSMITTAL NO	SPEC SECT	DESCRIPTION ITEM SUBMITTED	PARR# ARRAPH	G O V T C L A S S I F I C A T I O N R	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS		
					SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	A C T I O N C O D E	DATE OF ACTION	DATE FWD TO APPR AUTH/	DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER			A C T I O N C O D E	DATE OF ACTION
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
	01060		Safety Meeting Reports		FIO												
			Accident Reports		FIO												
			OSHA 300 Log		FIO												
			Floating Plant Inspection		G DO												
	01330		SD-07 Certificates														
			Review and Complete Submittal		G COR												
			Register (ENG Form 4288)														
			Update Submittal Register (ENG		G COR												
			Form 4288)														
	01350		SD-07 Certificates														
			Diving Plan		*												
			Diving Operations Manual		*												
			Air Quality Certifications		*												
			Daily Logs		FIO												
	01355		SD-01 Preconstruction Submittals														
			Location of Storage Facilities		G COR												
			Hopper Dredge Basket or Screens		G COR												
			SD-07 Certificates														
			Environmental Protection Plan		G COR												
			Soil Erosion and Sediment Control		G COR												
			Plan														
	01450		SD-07 Certificates														
			Final Quality Control Plan		G COR												
			Interim Quality Control Plan		G COR												
			Notification of Proposed Changes		G COR												
			to the Quality Control Plan														

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SUBMITTAL REGISTER											CONTRACT NO.						
TITLE AND LOCATION											CONTRACTOR						
Delaware River, Phila. to Trenton Maintenance Dredging																	
A C T I V I T Y N O	T R A N S M I T T A L N O	S P E C S E C T	DESCRIPTION ITEM SUBMITTED	P A R A G R A P H	G O V T C L A S S I F I C A T I O N R	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				MAILED TO CONTR/ DATE RCD FRM APPR AUTH	REMARKS	
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	A C T I O N C O D E	DATE OF ACTION	DATE FWD TO APPR AUTH/ DATE RCD FROM CONTR	DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	A C T I O N C O D E			DATE OF ACTION
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01450	SD-11 Closeout Submittals														
			Inspection Reports		G COR												
		02212	SD-01 Preconstruction Submittals														
			Work Plan		G COR												
			SD-02 Shop Drawings														
			Record Drawings		G COR												
			SD-03 Product Data														
			Surveys		G COR												
			SD-06 Test Reports														
			Field Moisture Tests		G COR												
			SD-07 Certificates														
			Silt Fence		G COR												
			Qualifications		G COR												
		02325	SD-01 Preconstruction Submittals														
			Pumpout Plan		G COR												
			Disposal Area Plan		G COR												
			Discharge Pipe Support Plan		G COR												
			SD-03 Product Data														
			Vessel and Equipment List		G COR												
			SD-06 Test Reports														
			Daily Report of Operations		G COR												
			DGPS Positioning		FIO												
			Disposal Area Effluent		FIO												
			Measurements														
			SD-07 Certificates														
			Timber-Flash Boards		G COR												

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

CONTRACT NO.

PAGE 4 OF 4 PAGES

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

SECTION 01355

ENVIRONMENTAL PROTECTION: DREDGING

PART 1 GENERAL

1.1 SUMMARY

This section covers the furnishing of all labor, material and equipment and performing all work required for the protection of the environment during dredging and disposal operations except, for those measures set forth in other sections of these specifications.

1.2 REFERENCES (Not Applicable)

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

NOTE: Any submittals classified as "SD-01 Preconstruction Submittals" are submittals required to be submitted to, and approved by, the office indicated prior to mobilization to the contract work site. All other submittals, classified as "SD-02" through "SD-11," shall be submitted to, and approved or reviewed by, the office indicated prior to commencing the particular task to which the submittal is associated.

SD-01 Preconstruction Submittals

Location of Storage Facilities; G,COR.

Plans showing storage and other construction facilities shall be submitted for approval of the Contracting Officer.

Hopper Dredge Basket or Screens; G,COR.

Drawings showing the design and method of fabrication of the basket or screen used for hopper dredging as specified.

SD-07 Certificates

Environmental Protection Plan; G,COR.

Prior to commencement of the work, the Contractor shall submit to the Contracting Officer for approval his proposed environmental protection plan. This shall be followed by a meeting with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental protection program. Approval of the Contractor's plan for environmental protection will not relieve the Contractor of his responsibility for adequate and continuing control of pollutants.

Soil Erosion and Sediment Control Plan; G,COR.

The Contractor shall prepare and submit to the County Soil Conservation District for certification, a Soil Erosion and Sediment Control Plan. Three copies of the approved Soil Erosion and Sediment Control Plan shall be submitted to the Contracting Officer prior to the commencement of work.

1.4 DEFINITION OF ENVIRONMENTAL PROTECTION

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during dredging and disposal operations and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land resources and involves noise, solid waste-management and management of other pollutants. In order to prevent, and to provide for abatement and control of any environmental pollution arising from the dredging and disposal activities in performance of this contract, the Contractor and his subcontractors shall comply with all applicable Federal, state, and local laws and regulations and shall obtain all necessary permits required by same.

1.5 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any non-compliance with the aforementioned Federal, state, or local laws or regulations. Such notice, when delivered to the Contractor or his authorized representative at the site of the work, shall be deemed sufficient for the purpose. The Contractor shall, after receipt of such notice, immediately inform the Contracting Officer of proposed corrective action and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made subject of a claim for extension of time or for excess costs or damages by the Contractor.

1.6 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the Contractor.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 PROTECTION OF LAND RESOURCES

3.1.1 General

The land resources within the disposal area boundaries and outside the limits of work performed under this contract shall be preserved in their present condition or be restored to a condition after completion of dredging that will appear to be natural and not detract from the appearance of the area. The Contractor shall confine his disposal activities to areas defined by the plans and specifications or to Contractor furnished disposal areas as approved by the Contracting Officer. The following additional requirements are intended to supplement the requirements of the Contract Clauses.

3.1.2 Prevention of Landscape Defacement

Except in areas indicated on the plans or specified to be cleared, the Contractor shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without the authority of the Contracting Officer. Ropes, cables, or guys shall not be fastened to or attached to any existing nearby trees for anchorages unless specifically authorized. Where such special emergency use is permitted, it shall be performed in such a manner as to avoid damage to the trees. The Contractor shall in any event be responsible for any damage resulting from such use. Where the possibility exists that trees may be defaced, bruised, injured, or otherwise damaged by the Contractor's equipment or operations, the Contractor shall adequately protect such trees. Stone, earth or other material that is displaced into uncleared areas shall be removed. Monuments and markers shall be protected before construction operations commence.

3.1.3 Restoration of Landscape Damage

Any tree, turfed areas or other landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored to a condition satisfactory to the Contracting Officer. Restoration of scarred and damaged trees shall be performed in an approved manner by experienced workmen. Trees damaged beyond restoration shall be removed and disposed of off-site at the Contractor's expense. Trees that are to be removed because of damage shall be replaced at the Contractor's expense by nursery-grown trees of the same species or a species approved by the Contracting Officer. The size and quality of nursery-grown trees shall also be approved by the Contracting Officer. Any disturbed turfed (grassed) areas shall be seeded and mulched as directed by the Contracting Officer.

3.1.4 Location of Storage Facilities

Contractor's storage and other construction buildings, which are required in the performance of the work, shall be located upon cleared portions of the job site and shall require the written approval of the Contracting Officer. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Where buildings or platforms are constructed on side hills, the Contracting Officer may require cribbing to be used to obtain level foundations. Benching or leveling of earth may be permitted, depending on the location of the proposed facility.

3.1.5 Post Construction Cleanup or Obliteration

The Contractor shall obliterate all signs of temporary construction facilities, excess materials, or any other vestiges of construction as directed by the Contracting Officer. The area will be restored to near natural conditions which will permit the growth of vegetation thereon.

3.2 RECORDING AND PRESERVING HISTORICAL AND ARCHAEOLOGICAL FINDS

All items having any apparent historical or archaeological interest which are discovered in the course of any dredging and disposal activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Contracting Officer so that proper authorities may be notified.

3.3 PROTECTION OF WATER RESOURCES

3.3.1 General

The Contractor shall not pollute any streams, rivers or waterways with fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides or other harmful materials. The Contractor shall investigate and comply with all applicable Federal, state, county, and municipal laws concerning pollution of rivers and streams.

3.3.2 Disposal

Disposal of any debris resulting from the contract work and any wastes, effluents, trash, garbage, oil, grease, chemicals, etc., in or adjacent to the work area will not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated, disposed of as directed by the Contracting Officer, replaced with suitable fill material, compacted and finished with topsoil, and planted as required to reestablish vegetation.

3.4 PROTECTION OF FISH AND WILDLIFE

3.4.1 General

The Contractor shall at all times perform all work and take such steps required to minimize interference with or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb native habitat adjacent to any disposal area which, in the opinion of the Contracting Officer, are critical to fish and wildlife.

3.4.4 *Sturgeon Modifications (Hopper Dredging Only)*

The intent of the following requirements are to monitor and document the presence of and document the effect of dredging on shortnose sturgeon. The intent of the following requirements is not to stop the dredging operations upon the encounter with shortnose sturgeon.

3.4.2 General

The Contractor shall not perform dredging operations unless the Government observer is aboard the Contractor's dredge and baskets or screening have been approved and installed. The Contractor shall notify the Contracting Officer immediately following the discovery of a sturgeon or sturgeon parts. Daily monitoring logs shall be kept and submitted to the Contracting Officer weekly.

3.4.3 Hopper Dredge Modifications

a. Baskets or Screens: The Contractor shall install baskets or screening over the hopper inflow and overflows. The baskets or screening shall have openings of approximately 4 inches by 4 inches. Dredges not capable of screening both hopper inflow and overflow will not be acceptable under this contract. The design and method of fabrication will depend on the construction of the dredge used and shall be subject to the approval of the Contracting Officer. The screening or baskets shall provide 100 percent coverage of all dredged material for hopper inflow or overflow. The baskets or screening shall remain in place during all dredging operations.

b. Floodlights: The Contractor shall install and maintain floodlights to allow the Government observers to safely monitor the baskets or screening.

c. Freezer: The Contractor shall provide sufficient space in a freezer aboard the dredge for storing dead sturgeons or any sturgeon parts collected during the dredging operations.

3.4.4 Special Dredging Operating Requirements

The Contractor shall allow sufficient time between each dredging cycle for the Government observers for: inspection of the baskets or screens for sturgeons and/or sturgeon parts; documentation; and collection and labeling of any dead sturgeon or sturgeon parts for freezing. Dredging shall not be performed while the draghead is in the water column.

3.5 PROTECTION OF ENDANGERED AND THREATENED SPECIES

Hydraulic dredging operations in the upper Delaware River pose a lethal threat to shortnose sturgeon. Shortnose sturgeon occur in the upper Delaware River, primarily between Duck and Newbold Islands, through the year. Maintenance dredging operations in the Kinkora to Trenton range of the Delaware River have occurred during the winter months when shortnose sturgeon form dense overwintering congregations. Shortnose sturgeon are particularly vulnerable to dredge operations during winter months(December through March) because they exhibit little activity and may be unable to quickly avoid an oncoming dredge.

REASONABLE AND PRUDENT MEASURES

The NMFS believes the following reasonable and prudent measures are necessary and appropriate to minimize impacts of incidental take of shortnose sturgeon.:

1. Hopper dredges shall be outfitted (i.e., with state-of-the-art deflectors on the draghead) and operated in a manner (i.e., relative to reducing dredge RPMs when the draghead is not on the sediment surface) that will reduce the risk of interaction with shortnose sturgeon or sea turtles.

TERMS AND CONDITIONS

1. NMFS-approved observers will be required on hopper dredges to monitor the hopper spoil, overflow, screening, and dragheads for shortnose sturgeon, and their remains. The contractor shall consult Appendix A-page 01355-9 for a list of observer qualifications and training requirements. Observers shall be aboard the dredges for a minimum of 25% coverage of all screened material. Coverage may be increased **at the direction of the COR.**

2. A daily reporting form(Appendix E)-page 01355-16 shall be completed by the dredge observer, being sure to note any significant biological material(i.e., sturgeon, or parts) or protected species sightings. Copies of the daily reports shall be sent weekly to the NMFS during project operations. A final report summarizing the results of the dredging and any sturgeon take must be submitted to the NMFS within 30 working days of completion of each maintenance dredging project. Shortnose sturgeon/dredge interaction report form (Appendice B(I))-page 14 shall be submitted to NMFS within 3 working days of an actual take. Unless otherwise notified by the NMFS' Northeast Regional Office, all reports shall be sent to: Mary Colligan, NMFS, Protected Resources Division, One Blackburn Drive, Gloucester, MA 01930 (Fax number: 978-281-9394) **and Beth Brandreth,USACE 100 Penn Sq. East, Philadelphia, PA 19107.**

3. If a cutterhead pipeline dredge is used in the Kinkora to Trenton Range

of the Delaware river, daily inspections of the disposal site must be made to look for evidence of entrained shortnose sturgeon. If pipeline dredge is used in the Kinkora to Trenton range of the Delaware river during November and December, weekly inspections must be made of the spoil pile to look for evidence of entrained shortnose sturgeon. Weekly reports should be submitted to PDO documenting compliance.

4. If hopper dredge dredging occurs in Delaware Bay between April and November 30, the hopper dredge must be equipped with rigid deflectors draghead as designed by WES, or if that is unavailable, a rigid deflector attached to the draghead. Deflectors shall be checked and/or adjusted by a designated expert prior to a dredge operation to ensure proper installment and operation during dredging. The deflector shall be checked periodically through the dredge operation to ensure that proper installation is maintained. Since operator skill is important to the effectiveness of the new WES developed draghead, operators must be properly instructed in its use.

5. The contractor shall ensure that all contracted personnel involved in operating hopper dredges receive thorough training on measures of dredge operation that will minimize takes of shortnose sturgeons. These measures shall include the following:

a) The dredge must be operated in a manner such that the draghead is kept on the bottom at all times, except when the vessel's safety is at risk, or during brief periods of turning the vessel to begin another dredge line.

b) During turning/re-orienting of the dredge between dredge lines, the dragarm must be flushed clean of dredge material, and the dredge RPMs reduced prior to raising the draghead off the bottom for a turn.

c) The suction in the draghead must be turned off when the draghead is lifted off the bottom. Otherwise, when the dredge RPMs have not been throttled back, the draghead must be kept on the bottom at all times, except when vessel's safety is at risk.

3.6 SOIL EROSION AND SEDIMENT CONTROL

3.6.1 Soil Erosion and Sediment Control Plan

The Contractor must prepare a Soil Erosion and Sediment Control Plan and apply for a certificate for the development of all disposal areas located in the State of New Jersey. The Contractor shall conduct his operations in conformance with his certified Soil Erosion and Sediment Control Plan. Surface drainage from cuts and fills within the limits of the work shall be held in suitable sedimentation ponds or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measures shall be provided and maintained until the permanent work is completed and operative. The area of bare soil exposed at any given time by construction shall be restricted to a minimum. Fills and waste areas shall be constructed by selective placement of materials to eliminate silts or clays on the surface which may erode and contaminate the adjacent waterway. The Contractor shall comply with all applicable laws concerning soil erosion and sediment control.

3.6.2 General Soil Erosion and Sediment Control Requirements

Surface drainage from cuts and fills within the limits of the work shall be held in suitable sedimentation ponds or shall be graded to control erosion

within acceptable limits. Temporary erosion and sediment control measures shall be provided and maintained until the permanent work is completed and operative. The area of bare soil exposed at any given time by construction shall be restricted to a minimum. Fills and waste areas shall be constructed by selective placement of materials to eliminate silts or clays on the surface which may erode and contaminate the adjacent waterway. The Contractor shall comply with all applicable laws concerning soil erosion and sediment control.

3.7 DISPOSAL OF DEBRIS

All debris resulting from dredging operations shall be removed from the disposal area sites, as directed by the Contracting Officer, and disposed of at the Contractor's expense. Such disposal shall comply with all applicable Federal, state, and local laws. Such materials shall be removed from the disposal area sites before the date of completion of the work under these specifications.

3.8 MAINTENANCE OF POLLUTION, EROSION AND SEDIMENTATION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this contract, the Contractor shall maintain all facilities constructed for pollution, erosion and sedimentation control under this contract as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During the contract period, the Contractor shall conduct frequent training sessions on environmental protection. The curricula should include methods of detecting and avoiding pollution; familiarity with pollution standards, both statutory and contractual; and installation and care of vegetative covers, plants and other facilities to prevent and correct environmental pollution.

3.9 MEASUREMENT AND PAYMENT

3.9.1 Environmental Protection

No separate measurement or payment will be made for the work specified in this section and all costs in connection therewith shall be included in the costs of all the bid items.

-- End of Section --

THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK